

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§	
	§	Chapter 11
	§	
FIELDWOOD ENERGY III LLC, et al.,	§	Case No. 20-33948 (MI)
	§	
Post-Effective Date Debtors.¹	§	(Jointly Administered)
	§	
	§	Re: ECF Nos. 2660, 2772, 2777 & 2783

**STIPULATION AND AGREEMENT BETWEEN PLAN ADMINISTRATOR
AND DEPARTMENT OF INTERIOR FURTHER EXTENDING
DEADLINE FOR DEPARTMENT OF INTERIOR TO FILE A RESPONSE
TO PLAN ADMINISTRATOR’S TWENTIETH OMNIBUS OBJECTION
TO CLAIMS SEEKING TO RECLASSIFY CERTAIN ADMINISTRATIVE
EXPENSE CLAIMS (CLAIMS FILED BY DEPARTMENT OF INTERIOR)**

This stipulation and agreement (the “**Stipulation**”) is entered into by and among (i) the plan administrator (the “**Plan Administrator**”) appointed pursuant to the *Modified Eighth Amended Joint Chapter 11 Plan of Fieldwood Energy LLC and Its Affiliated Debtors* [ECF No. 2008] (the “**Plan**”)² and (ii) the Department of Interior/Office of Natural Resources Revenue (the “**DOI**” and, together with the Plan Administrator, the “**Parties**”). The Parties hereby stipulate and agree as follows:

¹ The Post-Effective Date Debtors, along with the last four digits of each Post-Effective Date Debtor’s federal tax identification number, as applicable, are: Fieldwood Energy III LLC (6778); Fieldwood Energy Offshore LLC (4494), Fieldwood Energy Inc. (4991), GOM Shelf LLC (8107), and FW GOM Pipeline, Inc. (8440). Fieldwood Energy III, LLC, Fieldwood Energy Offshore LLC, and Fieldwood Energy Inc. are managed and operated by the Plan Administrator, whose primary mailing address is 16255 Ventura Blvd., Suite 440, Encino, CA, 91436, C/O of Province LLC. GOM Shelf LLC and FW GOM Pipeline, Inc. (collectively, the “Post-Effective Date Subsidiaries”) are managed and operated by Jon Graham, as sole manager of each Post-Effective Date FWE I Subsidiary. The Debtors in the other nine pending chapter 11 cases (which continue to be jointly administered with the cases of the Post-Effective Date Debtor), each of which have either been dissolved or merged into other entities as of the Effective Date, consist of the following: Dynamic Offshore Resources NS, LLC (0158); Fieldwood Onshore LLC (3489); Fieldwood SD Offshore LLC (8786); Fieldwood Offshore LLC (2930); Bandon Oil and Gas GP, LLC (9172); Bandon Oil and Gas, LP (9266); Fieldwood Energy SP LLC (1971); Galveston Bay Pipeline LLC (5703); and Galveston Bay Processing LLC (0422).

² Capitalized terms used but otherwise not defined herein shall have the meanings ascribed to such terms in the Plan.

WHEREAS, on September 13, 2022, the Plan Administrator filed the *Plan Administrator's Twentieth Omnibus Objection to Claims Seeking to Reclassify Certain Administrative Expense Claims (Claims Filed by the Department of Interior)* [ECF No. 2660] (the "**Omnibus Objection**").

WHEREAS, the deadline for a party to file a response to the Omnibus Objection was October 13, 2022 (the "**Response Deadline**").

WHEREAS, the Parties have been in discussions regarding a potential consensual resolution to the Omnibus Objection.

WHEREAS, on March 21, 2023, the Parties entered into a stipulation and agreement extending the Response Deadline, as it pertains to the DOI, to April 21, 2023 at 11:59 p.m. (prevailing Central Time) [ECF No. 2772].

WHEREAS, on April 21, 2023, the Parties entered into a stipulation and agreement further extending the Response Deadline, as it pertains to the DOI, to May 22, 2023 at 11:59 p.m. (prevailing Central Time) [ECF No. 2777].

WHEREAS, on May 22, 2023, the Parties entered into a stipulation and agreement further extending the Response Deadline, as it pertains to the DOI, to June 23, 2023 at 11:59 p.m. (prevailing Central Time) [ECF No. 2783].

WHEREAS, the Plan Administrator has agreed to further extend the Response Deadline for the DOI to July 14, 2023 at 11:59 p.m. (prevailing Central Time).

NOW, THEREFORE, IT IS STIPULATED AND AGREED as follows:

1. The Response Deadline, as it pertains to the DOI, is hereby extended to **July 14, 2023 at 11:59 p.m. (prevailing Central Time)**.
2. This Stipulation may not be modified, amended, or vacated other than by a signed writing executed by the Parties.

3. Each person who executes this Stipulation on behalf of a Party hereto represents that he or she is duly authorized to execute this Stipulation on behalf of such Party.

4. Entry into this Stipulation is without prejudice to the Parties' rights, arguments, claims or defenses for all purposes.

5. The Parties agree that this Court shall retain jurisdiction to interpret, implement and enforce the provisions of this Stipulation.

Dated: June 22, 2023

Houston, Texas

/s/ Jessica Liou

WEIL, GOTSHAL & MANGES LLP

Alfredo R. Pérez (15776275)
Clifford W. Carlson (24090024)
700 Louisiana Street, Suite 1700
Houston, Texas 77002
Telephone: (713) 546-5000
Facsimile: (713) 224-9511
Email: Alfredo.Perez@weil.com
Clifford.Carlson@weil.com

– and –

WEIL, GOTSHAL & MANGES LLP

Matthew S. Barr (admitted *pro hac vice*)
Jessica Liou (admitted *pro hac vice*)
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007
Email: Matt.Barr@weil.com
Jessica.Liou@weil.com

*Attorneys for the Plan Administrator and certain
Post-Effective Date Debtors*

/s/ J. Zachary Balasko

J. ZACHARY BALASKO

Admitted *Pro Hac Vice*
W. Va. State Bar No.: 12954
Trial Attorney
Commercial Litigation Branch
Civil Division
U.S. Department of Justice
P.O. Box 875
Ben Franklin Station
Washington, DC 20044
Telephone: (202) 514-7162
Facsimile: (202) 514-9163
E-mail: john.z.balasko@usdoj.gov

*Attorneys for the United States of America, on
behalf of the United States Department of the
Interior*

Certificate of Service

I hereby certify that on June 22, 2023, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Jessica Liou

Jessica Liou